

EXHIBIT 2

AMENDED AND RESTATED OPERATING AGREEMENT

OF

5309 18th Ave Besyata LLC

This Amended and Restated Operating Agreement (“Agreement”) of 5309 18th Ave Besyata LLC is entered into as of the _____ day of September, 2013 by Binyamin Beitel and YMSF Family Partnership LP (the “Members”).

1. **Name.** The name of the limited liability company formed hereby is 5309 18th Ave Besyata LLC Single Asset Entity – Asset being the premises free and clear of any liens, encumbrances violations etc. (the “Company”)

2. **Purpose.** The Company is formed for the purpose of engaging in any Lawful act or activity for which limited liability companies may be formed under the LLCL and engaging in any and all activities necessary or incidental to the foregoing.

3. **Members.** The names and the business, residence, or mailing addresses of the Members are:

Binyamin Beitel, having an address at 1364 53rd Street,
Brooklyn, NY 11219 and
YMSF Family Partnership LP, having an address at

397 Kingston Avenue Brooklyn NY 11225

4. **Membership Percentage Interests.** The Membership Interests and contributions of the Members as of the date hereof are as follows:

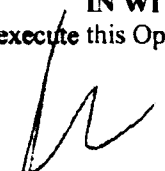
Binyamin Beitel:	50.1%	\$	
YMSF Family Partnership LP:	49.9%	\$800,000	(paid towards purchase of entity interest.)

5. **Management.** The business and affairs of the Company shall be managed by the Members.

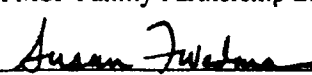
6. **Powers.** The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the Limited Liability Company Law of the State of New York (the “LLCL”).

- 7. **Books and Records.** The books and records of the Company shall be kept at the principal office of the Company, or such other address as authorized by the Members.
- 8. **Admission of Additional Members.** One (1) or more additional members of the Company may be admitted to the Company with the consent of the Members.
- 9. **Liability of Members.** Beitel shall have responsibility for any and all liabilities and obligations of the company. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLCL or as provided herein.
- 10. **Contributions** Beitel shall be obligated to contribute all funds necessary for the company to operate in furtherance of its purpose. YMSF shall have no obligation to contribute any additional sums. (Including but not limited to any taxes that may be due or become due for the LLC as well as any and all costs and expenses and carrying charges in connection with the premises. Beitel shall hold YMSF Family Partnership, LP harmless and indemnify them for any and all monies, including but not limited to, legal fees that they may have to expand in connection with the LLC and/or the premises.
- 11. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, do duly execute this Operating Agreement as of the day and year written above.



 Binyamin Beitel

YMSF Family Partnership LP

 By: Susan Friedman